

1882-001 Chancery Causes: James Worley vs. James Sloan & Lee Co.

Morgan, Hagan

CA Estate Dispute  
T-Property

-Deed



To the Honorable John A. Kelly Judge of the  
Circuit Court of Lee County Va

Humbly complaining your Orator  
James Worley would respectfully show to your  
Honor that his mother Nancy Worley was on the  
day of 1861 seized in fee simple  
of a valuable tract of land situated in said County  
some 10 Miles West of the Court which land is  
more particularly described in a pretended  
deed of the said Nancy Worley to James Sloan  
dated on the day of 1863. a copy of  
which is filed herewith as part hereof. Mr. Sloan (S)  
to which reference will be again hereafter made.  
Respondent will now show your Honor that his  
Mother was then & is in 1861, an old woman  
some 60 or 65 years of Age. That at the breaking  
out of the war her two unmarried sons who had  
up to that date been living with her volunteered &  
went into the army. One into the 50<sup>th</sup> Va Regt  
the other into May Thompsons Battalion. That after  
her two sons went into the army, ~~there was~~ she  
was left alone except a daughter in a delicate  
state of health. In the fall of 1861 her son who



had gone into the 50<sup>th</sup> Regt died, & the other son being still in the army the said lady came to the conclusion that she could no longer support maintain & care for herself and daughter. She sent for your Orator to come and see her which he did. She then proposed to him that if he would take her and her daughter and take care of them that she would give him said Tract of Land. Your Orator told her that he would do what he could do, and that if he could sell said Land he would do so. Your Orator then returned home and before he again saw his mother she sent the said James Sloan to see him about the purchase of said Land. Your Orator again went down to his mother and while there to wit about 25<sup>th</sup> day of December 1861, he sold said Land to said Sloan for the price of \$1000.00 and the said Sloan executed his notes to your Orator for the same as follows, one note for \$200. payable 1<sup>st</sup> March 1862, \$200. and over there after \$200 two years then after \$200. in three years & \$200 the residue 4 years thereafter. These notes were all executed & made payable to your Orator and



were his property. said land as before stated  
being given to your Orator in consideration that  
he was thereafter to support maintain & take care  
of his aged mother and invalid Sister. And  
at the same time your Orator & his mother exe-  
cuted a title bond to said Sloan by which  
they bound themselves to convey said land  
to the said Sloan as soon as the purchase price  
of said land was fully paid. Your Orator  
will further show your Honor that he at  
once moved his said Mother and Sister  
on to his own land & commenced to furnish  
them their support which he has continued to  
furnish up to this time. Your Orator will  
further show your Honor that at the time he  
made the sale of said Tract of land he purchased  
from Geo B Melbourne a Tract of land adjoining his  
home lands and agreed to pay the same price  
for said last mentioned tract that he was to receive  
for the other. in fact one of these tracts was made  
to fit the other, and it was the contract and  
agreement between himself and the said Sloan  
that the said Sloan was to make his payments



so as to meet the payments of your Orator to the said Milbourne, and that he was to pay, or rather that your Orator would receive only such currency from the said Sloan as the said Milbourne would receive from him.

Your Orator will now show your Honor that said Sloan paid the first note about the time it became due, and at the same time he paid \$40 which was placed as a credit on the second note. That about the 1st day of January 1863, he paid your Orator \$160.00 the balance of said second note. This is all the said Sloan ever paid your Orator towards the purchase price of said land.

Your Orator will now show your Honor that shortly after the payment of the \$160.00 as aforesaid he was notified by the agent of said Milbourne that he said Milbourne would not receive any more Confederate money from your Orator. Your Orator immediately notified Mr Sloan of the facts and informed him that he would not receive any further payments from him in Confederate money.



Your Orator will now show you that  
the state of the Country being unsettled, the war  
still continuing and he expecting every day  
to be conscripted to go into the army, he placed  
the notes in his mothers hands thinking that they  
would be safer with her than they would be with him  
Your Orator at the time he placed said notes in his  
mothers hands gave her strict charge to take par-  
ticular care of them allow no person to get  
possession of them. And to be sure and not  
receive any money upon them, (and especially Con-  
federate money,) unless he your Orator was taken  
into the army and never got back. Your Orator  
expressly told his said Mother that if he remained  
at home or in the County that he would attend to  
the business and she was to have nothing to do  
with it further than to keep said notes safe, but  
that if he your Orator, was taken off and never  
got back that then after the war closed she must  
collect the money and finish paying for the land  
purchased by your Orator from Melbourne, & that  
if the said Sloan did not pay for the land  
that the notes constituted a lien upon said



land which the Court would enforce.  
your Orator will now show your Honor  
That soon thereafter the said Sloan coming in  
some way that said notes were in the hands of  
your Orator's mother. went into her room  
evening and asked her if she had the notes, which  
he had executed to your Orator, and upon her an-  
swering in the affirmative the said Sloan then  
told her that he wanted them that he had the mean-  
ing to lift them. She told him that your Orator had  
left the notes with her for safe keeping, that she was  
instructed by him not to deliver them up to any  
one and not to settle with said Sloan and not  
to receive any money from him. said Sloan  
then asked her to let him see the notes. she refused  
but upon his insisting to see them that he only  
wanted to see the balance yet due on them she  
got the notes and handed them to him for that  
purpose and no other, but when he got the  
notes in his hands he carried them off to Town  
and she ~~nor~~ your Orator ever saw them again  
words. and as your Orator is informed



and believes. The said Sloan deposited an amount  
of Confederate money with Mr Hagan, and that  
the said Hagan acting for said Sloan, sent word  
to the old lady to come and get the money, and  
made the said Sloan a deed to said land. The  
legal title being then in her. This whole trans-  
action as your Orator is advised was a fraud upon  
his rights; a subterfuge adopted by which the  
credulity & frailty of an old woman was taken  
advantage of to deprive your Orator of his money.  
Your Orator does not know what threats or other  
unfair means were used to get his old girl  
to receive said money and  
mother to sign and acknowledge said deed but  
she has often told your Orator that she only did  
so through fear. Your Orator is advised that  
this deed being thus obtained is fraudulent & void  
that it does not pass the title so as to destroy the  
Vendor's lien for the purchase money still due  
upon said land. That the delivery of said notes  
to said Sloan and the receipt of the Confederate  
money from him was no discharge of the obligation  
of said notes, that this delivery was a deception  
of the old woman who only had the custody



and nothing more of said notes, & that  
the payment of the same made in the way  
above related was a fraud, that it was intended  
as a fraud and therefore void.

Your Orator alleges that said notes are still  
due him & that they constitute a lien upon said  
land, in the nature of a vendors lien.

The object of this bill is therefore to collect  
the balance of the purchase price of said  
land after deducting therefrom the two pay-  
ments made as aforesaid to set aside the  
deed made by Nancy Worley to James Sloan  
and to subject said land to sale to pay  
said purchase <sup>money</sup>. And to this end he prays  
James Sloan and Nancy Worley the parties  
defendant to this bill and he prays that  
they each be required to answer to several  
allegations on oath as specifically as if they  
were here again repeated by way of specific  
interrogatories, and that upon a final hearing  
he prays for a decree annulling said deed setting  
up said notes & a decree for their payment  
and that said land may be subjected to the



payment thereof and if mistaken in his  
special prayer then your brother prays  
for such other further general or special  
relief as is suited to his case and trust  
for a Court of equity to grant And as in duty  
he will ever pray &c.

May Spa. 1840.  
C. T. Duncan for  
Plaintiff







To the Hon John A. Kelly Judge of the Circuit  
Court of Lee County Virginia

The answer of James Stone to a bill filed in  
this Honorable Court against him by James Wesley says  
that the plaintiffs bill is not sufficient in law and law  
there he fears he prays the judgment of the Court;

But if any other further answer is required of him  
to the many false statements of the plaintiffs bill, and of  
the false insinuations contained therein, answering  
he says that he supposes it is true that the plaintiffs  
brother in the year 1861 was the owner of a tract of  
land situated in this county about 13 or 14 miles west  
of the Court House as stated by the plaintiff, and that the  
same is accurately described in an actual and not in  
a patented deed as stated by the plaintiff, made by  
James Stoner to his respondent, dated

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This respondent supposes it is also true that the Plff's  
brother was an old woman in the year 1861, but as to  
what her age then was he cannot state for aught he  
knows the plaintiff now says stated the same accurately.

He supposes that it is also true as stated by the Plff  
that in the year 1861 the two unmarried sons of James  
Wesley who had been living with his house to that time, went  
into the Confederate Army, one into the 50th Va Regt and  
the other into Maj Thompsons Battalion, <sup>the</sup> that one who  
went into the 50th V. Regt, died, and that the other  
still continued in the army, that the plaintiffs  
brother was then left alone except an unmarried  
daughter who still continued to live with him.



As to the conclusions to which the Plaintiff arrived  
as to the reasons which operated to induce them their refusal  
knows nothing And for aught he knows all that the  
Plaintiff states about going to see his mother his conversation  
with her, and her to him, and their final agreement and  
understanding may all be true And it is true that  
this respondent at the instance of Nancy Storey did go  
to see the Plaintiff with reference to the purchase of said  
land, And it is also true as this respondent supposes  
that the Plaintiff did again visit his mother as stated by him  
in a title bond dated Dec. 2nd 1861. (and not Dec. 25 1861 as  
stated by him) the Plaintiff and his mother bound themselves in  
the sum of \$2200. to make to this respondent a title to the  
land mentioned in said bond (and the Plaintiff's bill) when  
the purchase money therefor should be fully paid.

It is also true so far as this respondent knows, that  
the Plaintiff's mother gave him said land in consideration  
of his undertaking to provide in future for her  
comfort and support and that of her unmarried daughter  
And for aught he knows the Plaintiff may have kept such  
promise and undertaking by providing for his mother and  
Sister from that time to the present.

It is also true as before stated that the Plaintiff sold  
this respondent the said land at the price of \$1050.00 &  
he and his mother executed their bond to this respondent  
for a title, &c. as before stated. and said sum was to be  
paid in five separate installments the first four of  
\$200.00 each and the 5th and last of \$250.00 and while



this respondent does not recollect the precise times at which each of said payments were to be made yet he confesses that the plaintiff has perhaps stated them correctly in his bill, and it is also true that this respondent executed his five notes or bonds to the plaintiff for the purchase price but none of said notes were to bear interest until after maturity, and these notes were so far as this respondent knows the property of the plaintiff.

This respondent does not know at what time the Plaintiff purchased of George B. Milburne the tract of land of which he speaks, nor does he know with what view he sold the tract to your respondent and bought the one from said Milburne. He may have intended in his own mind so far as this respondent knows that the one should get and note the other, but if such were his intentions, this respondent had no knowledge of it, and <sup>at</sup> the time the plaintiff and his mother sold said land to respondent the plaintiff said nothing in regard to his purchase from Milburne and there was no understanding or agreement <sup>and the Plaintiff</sup> between respondent at that or any other time, that respondent's payments were to be made so as to credit those of the Plaintiff to said Milburne. And it is utterly untrue and without the slightest foundation in fact when the Plaintiff says that by the terms of his sale to respondent he was to receive only such currency in payment, as said Milburne would receive of him.



It is also true as stated by the plaintiff, that respondent  
about the time the first of said notes became due paid  
the same in full and \$140.00 over, which was credited  
on the second <sup>note</sup>, and at its maturity the balance due  
thereon was paid about Jan 1863 amounting to \$160.00

But when the plaintiff states that this was all that  
this respondent ever paid him toward the purchase  
price of said land he uttered that which is untrue  
in fact, and that which he must know is untrue, if  
his memory of the transactions then had served him correctly,  
for soon after said payment was made as above stated  
this respondent in the town of Knoxville paid the  
plaintiff the last three notes after deducting the interest  
which would accrue upon the money from that time  
to the maturity of said notes respectively, and this  
payment of these three notes was made under the  
following circumstances and agreement between the P<sup>ff</sup>  
and this respondent: About the time said second  
installment became due, this respondent went to  
the plaintiffs house with the view of making the payment,  
and on arriving there, the P<sup>ff</sup> informed respondent  
that the notes were not at his home, but were at his  
Mothers house, and they thereupon started to the  
house of the latter and on our way thither the P<sup>ff</sup>  
pointed <sup>out</sup> to respondent the farm which he said he  
had purchased from George B. Milburne, and this  
is the first time that respondent knew that plaintiff  
had purchased land from said Milburne



On arriving at the house of Nancy Worley the plaintiff produced the note for the second installment with a credit thereon of \$40.00 and this respondent then and there paid the Piff \$160.00 the balance due thereon, and lifted said note. And at this time, and as respondent was about to start to his home, he proposed that if the Piff would knock off such a sum from the remaining three notes as would be equal to the interest upon the money from that time until the maturity of said three notes respectively, and would cause his mother to make to respondent a deed for the land, that then respondent would in a few days pay the balance due on the last three notes, after making said deduction. And to this proposal the plaintiff readily agreed and a day was then agreed upon when the Piff and his mother was to meet respondent at Jonesville to consummate this agreement. On the day thus agreed upon, respondent left the army where he then was and repaired to Jonesville where he met the plaintiff but his mother was not with him, and plaintiff gave as a reason for her not attending her ill health and bad weather. But respondent and plaintiff then went to the law office of Mr. Hagan and procured him to make a calculation of the sum of money it would require under said agreement to lift and pay off said three notes, and by his calculation he said it would require the



Sum of \$579.00 And the plaintiff then and there  
Surrendered to this respondent out of his own hands  
the last three notes given for the purchase money of the  
land. And respondent not being willing that the Poff  
should get the money in his own hands until his  
master should make sign and acknowledge a deed  
conveying the land to respondent, it was mutually  
agreed between the Poff and respondent that the  
money should be placed in the hands of Mr Hagan  
to be held by him until said deed should be made  
and there to be delivered by Mr Hagan to the Poff  
And respondent then handed said Sum of \$579.00  
to Mr Hagan who executed a receipt therefor to res-  
pondent for that Sum stating therein that the  
same was to be paid to Nancy Hoxey when such  
deed should be signed and executed, which <sup>receipt</sup> is herewith  
filed as a part of this answer marked (A) And the  
said three notes paid and left as above stated are  
herewith filed as a further part of this answer  
marked (B) It is true said Sum of money  
was paid in Confederate States treasury notes, but  
no objection was made at the time by the plaintiff or  
any else to receiving that currency in discharge of  
of said three notes, and it is too late now to make such  
objection. After the above mentioned transactions were  
completed respondent returned home and from there  
returned to the command to which he belonged  
in the Confederate army, and there remained



until she was asked what had become of the money, or whether said deed had been made by the said Money Worley pursuant to said arrangement, <sup>or not,</sup> but upon inquiry at the clerk's office he found that the deed had not only been executed according to said arrangement but had also been recorded. This respondent was not present when said deed was executed nor did he know until long afterward, that it had been executed at all, so much then for the insinuations of the plaintiff as to the force and fraud used by respondent to procure and force its execution.

As to this respondent's going to the house of the Piff mother late one evening, asking to see said notes, and in order to get to see them assuring her that his object was only to see how much there was due on them, and saying that he had the money to pay them, and after getting them into his hands carried them off to Iowa, as stated by the plaintiff in his bill, this respondent says that each and every part thereof is utterly false, and without the slightest foundation in fact.

This respondent got possession of said notes in the manner before shown, and the plaintiff delivered them to respondent with his own hands as before stated, and this the Piff knows if he knows any thing, or he ought to know it for such is the fact.

This respondent cannot undertake to say what may



have been said by George B. Milburne or his agent to  
the Peff, or what word they may have sent him  
with reference to not receiving any more Confederate  
money toward the land bought by the Peff from said  
Milburne yet if all that be true as stated, still  
this respondent as he is advised cannot be affected  
thereby because the one purchase and sale had no  
connection <sup>whatever</sup> with the other so far as this respondent  
is concerned. And if such word was in fact  
sent to the plaintiff, he never did at any time send  
word to this respondent that he would take no  
more Confederate money of him. <sup>this respondent did not receive it</sup> or if he sent such word

Here it true that this respondent obtained the said  
three notes from the Peff's mother as stated in the  
plaintiff's bill, still the plaintiff and his mother  
by the execution and acknowledgment of said deed  
ratified and sanctioned the means used as legal  
and proper, and the plaintiff cannot now  
be entertained in a court of equity on such a flimsy  
pretence, but the charge is not true.

This respondent took no advantage either of  
the plaintiff or his mother in any way but in  
all his transactions with them he acted as just  
and fairly with them as he knew how. and he  
never practised or attempted practise any deception  
or use any unfair means to procure said deed  
the same is therefore conclusive upon them and  
and places the fee simple to said land in respondent  
without him or encumbrance of any kind



The land purchased by respondent from the plaintiff and his mother, was worth at the time in good money more than \$300.00, or \$400.00 at the most, and the contract in relation thereto was entered into with reference to Confederate money as a Standard of Value, and this respondent has stated that he has often tried to sell this land since the close of the war, and he has never been offered therefor as much as \$400.00 and he does not now believe that it would bring exceeding \$300.00 if that much.

In making the first payment on said land, this respondent let the plaintiff have a valuable mule and a colt, and the balance he paid in money, and \$40.00 on the second note, and at the time this payment was made Confederate money was but little under par, and at the time the second payment was made Confederate money was still comparatively good. Respondent therefore alleges that the property and money paid by him to the plaintiff in discharge of the first two notes was equal in value to the land subsequently conveyed to him by Nancy Moray.

This respondent having now answered the Plffs Bill as fully as he as a deeset is material he here denies each and every statement therein, not herein denied or confessed or confessed and avowed he therefore prays that the Plffs Bill be dismissed and respondent decreed his costs. August Morgan for Plff



I do solemnly Swear that the facts and Statements  
set out in the foregoing answer so far as made on my  
own Knowledge are true and so far as made on  
information derived from others I believe them to be true  
So help me god. James Stone

Sworn to before me by James Stone.

H. J. Morgan Com<sup>r</sup>

James Stone

Adm. } Sworn

James Stone

Subscribed April 12th 1881.

James Stone



James Worley, Plaintiff  
vs  
James Sloan et al. Defendants  
In Chancery

This cause came on this day to be heard, on the Bill of the Plaintiff, & exhibits therewith, the answer of the defendant James Sloan & exhibits therewith, the replication thereto, the depositions of witnesses and was argued by Counsel, On consideration of all which It is adjudged ordered & decreed, that the Plaintiff's Bill be dismissed and that the defendant Sloan recover against the Plaintiff Worley his costs by him done his defense on this behalf expended, and the cause is stricken from the docket.



James Worley  
No 1  
James Clonnet al.

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J. F. Hyatt  
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Page 269

also 5-2



Mr James Worley

You will take notice that on Saturday  
the 25<sup>th</sup> day of March 1882 at 10 O'clock of that  
day at the law office of H. J. Morgan in the town of  
Jonesville. I will proceed to take the deposition of  
James Lane King J. Morgan which when taken  
are intended to be read as evidence on the parts  
of the defendant in a certain suit now pending  
in the circuit Court of Lee County in which you are  
the plaintiff and I am defendant. March 24-1882

James Lane King  
By J. Morgan & Morgan



James Stone

advs { Notice to Marple

James Morley

I accept legal service of

the within notice

James Morley



James Worley      Plff }  
 vs. } In Chancery  
 James Stone      Dft }

The deposition of the aforesaid James Stone and Henry J. May are taken pursuant to notice on the 20th day of March 1882 at the law office of Henry J. Morgan in Greenville which are intended to be read in evidence on the part of the defendant in the above styled suit now pending in the Circuit Court of Lee County Va.

The said James Stone a witness of lawful age being duly sworn deposes and says  
 In answer to the defendant.

He Stone says will please State what took place between you and the plaintiff commencing at the time the second payment of the purchase money was made by you to him, tell how and where <sup>and when</sup> it was made, what arrangement was then made between you and him as to deferred payments, how and where <sup>and when</sup> that arrangement was carried out, the persons present, who made the calculations for you, so when the purchase money was paid why it was not paid to Henry Worley, who delivered to you the notes for purchase money, filed with you as shown marked B) was the purchase money then to be paid to the Plff or Henry Worley and if not, why directed to be withheld, how long was to be paid over, was you present when Henry Worley made you the deed dated Feb. 7 1865 if not where was you Did you see free to obtain said notes or deed if so state all about. Did you say or do anything calculated to intimidate or



or put in fact any reason even the cost turned if so  
state all about it, and any fact or circumstance you  
may know in relation to the matter.

Answer.

The second installment of the Harbace money  
referred to in the question, became due about  
Jan'y 1863, and a few days thereafter I went  
to Plaintiff's residence to pay the balance due  
thereon, which was \$160.00. Forty dollars having  
been previously paid. On arriving at his  
house he told me that the note were  
at his mother's house about 1/2 mile distant  
we started to his mother's house to get the  
note and on our way to his mother's he  
showed me the land which he said he  
had purchased from George Milbourn,  
and that was the first I knew that he  
had bought any land from Geo Milbourn  
on arriving at his mother's house she at the  
request of James Worley produced the note  
for the second installment, and I thereupon  
paid off that note and lifted it which  
left \$600.00 still due for the land, which  
was payable in three separate installments,  
and before leaving Nancy Worley's house I  
proposed to the Plaintiff that if he would knock  
off the interest on said three notes, and  
would get his mother to make a deed  
that I would get up the money and pay



the balance of the purchase money to which proposition the Plaintiff readily agreed. We thereupon fixed upon a day to meet at Jonesville to carry out this arrangement. On the day agreed upon I came to Jonesville where I met the Plaintiff but his mother was sent with him, and he gave as a reason for her not coming her ill health and the bad weather. He then proposed that we should go to Mr. Hagan's Office, and get him to make the calculation for us, which we did and Mr. Hagan informed us that it would require \$579.00 to discharge said notes. It was then mutually agreed between us that Mr. Hagan should hold the money until the weather settled so that his mother could come to town and make the deed and I thereupon paid Mr. Hagan the money and took his receipt and the same is filed as an exhibit in this cause, and the Plaintiff then and there out of his own hand delivered me the three notes, which are likewise filed as exhibits with my answer. The reason I did not want the money then paid to James Warley was that I knew the title to the land purchased by me was in his mother Nancy Warley and



When the title should be made it was  
of no consequence to me to which of the  
two Mr Hagan paid the money & then  
learned from the conversation between Mr  
Hagan and James Worley, that the latter  
wanted Mr Hagan to receive the money as  
the agent or atty of Geo Milbourn and to  
credit the same on his Worley's bond pur-  
chase of Milbourn. This Mr Hagan declined  
to do but told Worley that as soon as  
his mother made Mr Sloan the deed  
the money was there to do as he pleased  
with. I do not remember of any other person  
being present except Mr Hagan, James Worley  
and myself. I then went home, and  
from there back to my Command and there  
remained until near the close of the war.  
I was not present when Nancy Worley executed  
the deed to me and I did not know  
that it had been executed to me until  
after the close of the war, when either Mr  
Hagan or the Clerk informed <sup>me</sup> of its  
execution. I never did at any time use  
force, or threaten to use force to procure  
the execution of said deed, or the delivery  
of the said notes, but the same were  
procured in the manner already detailed.



The Contract for the purchase of the land in question was made between James Worley and myself but I at the same time knew that the title to the same was in his brother Stacey Worley, and I required both James Worley and his brother Stacey Worley to sign a title bond to me for the land but I made my note for the payment of the purchase money payable to James Worley. The title bond here referred to I file as a part of my deposition marked C. I do not now remember to have seen John R. or Jefferson Worley brothers of the Plaintiff after they volunteered, and went into the Confederate Service, and I am satisfied that neither of them were present at the time of any of these transactions.

And further this witness doth not.

James Stone



Henry J. Morgan creation witness living same days

I have known the land in question partially for the last 20 or 25 years, having often rode by it, and some time between the years 1865 and 1875 I do not remember when I went upon and to some extent over the land with the view of buying it from Mr. Stone in order to collect an old judgment which he then owed me, and from the knowledge thus acquired of said land I am of opinion that it is worth some three or four hundred dollars, and not more than five hundred at most, I might however be mistaken as to its value.

From an examination of the copy of Hanes' Writings filed  
to Slave filed herewith marked (D) I see that it was acknow-  
ledged before me as then Clerk of the County Court of Lee  
by Nancy Worley on the 15th day of March 1863. but under  
pressure of said deed I do not remember any thing  
of the transaction. On looking at said deed I am enabled  
to state that no intimidation or force of any kind was  
used by any one to procure the execution and acknowle-  
gment of said deed. for I am satisfied that I could not  
have taken such acknowledgment under any circumstances  
under duress. Mr Hanes' script filed as an exhibit with  
degit's answer seems to have date Feb. 6 1863. the deed of  
Hanes, Worley seems date Feb. 7 1863. and acknowledged the  
15 of March 1863. no further info. about

Crocod. Examined

Question by Plaintiff. You state in your deposition above that you were looking at said deed that



you are enabled to state that no intimidation or force of any kind was used." Do you mean to state that intimidation force or threats was not used on Mrs Morley at any time by any person or do you mean to state that such was not used in your presence? Answer I only meant to say that no such force or intimidation was used in my presence. I do not know what may have taken place elsewhere.

And further this witness with oath

Henry J. Morgan

Virginia Lee Co To wit.

The foregoing depositions of James Stone and Henry J. Morgan were taken before me sworn to and subscribed by them at the time and place, and for the purpose mentioned in the caption herein under my hand this March 25<sup>th</sup> 1882.

Henry C. Folsom J. P.

Quittance fee for deposition  
is \$ .75 etc



James Sloan

ads of Defecation

James Worley

Filed Aug - 1882

J. H. H. H. H.

Justice fee 75.



James Hickey

vs

James Sloan et al

{ In City

I Patrick Hagan a witness of law  
age<sup>d</sup> states that I remember James  
Sloan and another man whom I  
think was a Hickey, but whether it was  
Hickey or not, I cannot say, came to my  
office in Knoxville sometime in the Spring  
of 1868. Sloan asked me to make  
a calculation which I did, and at  
the same time he placed in my hands  
an amount of Confederate money for  
some purpose, I see by an examination of  
exhibit A filed with deft Sloan's answer  
that I wrote it and I have no doubt  
of the truth of the facts therein stated,  
But I have no distinct recollection that  
I paid said money to James Hickey or any  
other person although an indistinct  
impression is made in my mind, that  
a woman came to my office shortly  
afterwards in regard to the Sloan  
business. I am satisfied however that  
I used the money as I was directed by  
the parties interested - Sept 27<sup>th</sup> 1881  
Patrick Hagan



Ms. Wiley

My copy of P. H. H. H.  
for a man

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The deposition of James Morley  
taken before the undersigned Commissioner in  
Chancery of the Circuit Court of Lee County Va.  
at his office in Charlottesville Va by consent of par-  
ties, on the 14th day of August 1882. to be read  
as evidence in behalf of the plaintiff in a cer-  
tain suit in Chancery now pending in said  
Circuit Court in which said Morley is plaintiff  
and James Sloan defendant.

The said James Morley a witness of lawful age  
and being first duly sworn deposes & says.

Question by Plaintiffs Counsel - You have  
heretofore given your deposition in this  
case have you not? and if so is that depo-  
sition full and complete, and did the  
justice before whom it was taken take  
down all the facts stated by you on that  
occasion?

Answer. I have heretofore given my deposition in this case  
but I do not think the justice took down all the  
facts I stated.

Question by same. At the time you sold  
the land in the bill mentioned had you  
purchased the tract of land from Geo B.  
Mildbourne, and was there any contract  
between you and the said Sloan as to  
what kind of money he Sloan was to  
pay you in or as to how payments were to  
be made?



Answer. I had <sup>before</sup> ~~not~~ purchased the tract of land from George Williamson. not is before the trade was closed with Slaven, and I ~~closed~~ <sup>closed</sup> the trade with Slaven for the purchase of Williamson, and then went and closed the trade with Slaven, intending the payments to be made by Slaven to meet my payments to be made to Williamson. I at the time informed Slaven, <sup>that I would receive from him</sup> ~~that I would receive from him~~ <sup>her</sup> of money I would have to pay Williamson, and Slaven then executed to me five notes calling for dollars &c. to  
Question by same then three notes executed to & made payable to you.

Answer. They were.

Question by Saml Have they ever been  
said to you.

Answer. They have not all been paid to me. I sold the land for \$1050.<sup>00</sup> for which I took said Sloan's notes and he paid me the two first notes amounting to \$400.<sup>00</sup> The other three notes for \$650.<sup>00</sup> have never been paid to me.

Question by same Are these three  
notes still in your possession? If  
not what did you do with them.

They are not. I left them with Mother to take care of, expecting to go to the army with direction to her to keep them, and if I remained in the country I would attend to the business but if not she would



have to collect the money from Mr Sloan  
and pay up George B Williamson for his land.  
Question by same. Did you have  
to go off into the army before Mr  
Sloan got those notes.

Answer I did not.

Question by same. Did you and  
Mr Sloan at the time he paid you  
the \$160. balance of the second note  
have a contract or agreement by  
which you was to knock off the in-  
terest of the notes which he still owed  
you if he would pay you the money  
on them? If so please tell all about  
that contract or agreement?

Answer. At the time he paid me the \$160. I told him that I  
had seen <sup>George B</sup> Williamson a few days before about the  
notes I owed George B Williamson and he referred  
me to Patrick Hagan who was attending to  
George B Williamson's business, and Mr Hagan  
informed me that if I would come on with  
the money he would take it. I told Mr Sloan  
that if he would pay me the money on the notes  
that were not due, I would knock off the interest  
on said notes, this he agreed to do if he could  
raise the money, and we fixed upon a day to  
meet in Jonesville for him to pay me the money  
and get his deed, I came to Jonesville on the day



fixed and brought my mother with me, but Mr Sloan failed to meet me, I brought the \$100 Mr Sloan had fixed me, and paid it over to Mr Hagan on my Milbourne notes.

In a short time after this I met Mr Hagan and he informed me he would take no more Confederate money on the George B Milbourne notes.

Question by same. Did you at any time after this, inform Mr Sloan, that you could pay no more Confederate money on the Milbourne notes, and that you could <sup>take</sup> no more Confederate money from him.

Answer. I did not, I never saw him any more till shortly before the surrender, when he came to my house and staid all night

Question by same. Was you present when the money was paid by Sloan to Patrick Hagan for the three last notes presented by him to you.

Answer I was not.

Question by same. Did you give said Sloan any direction to pay said money to Hagan or did you give said Hagan any orders to receive it.

Answer. I did neither.



Question by same. Were you present when your mother executed the deed to said Sloan - for the land you sold to him.

Answer I was not.

Question by same. Did you give him any direction or orders to execute said deed.

Answer I did not.

Question by same. Did you know anything of the payment of the money by Sloan to Hagan before the execution of said deed by your mother?

Answer I did. Shortly afterwards as I suppose my brother told me that Sloan had got the notes and that he had left the money with Mr Hagan for me.

Question by same. After you had been informed that Mr Sloan had left the money with Mr Hagan for you how long was it till you understood your mother had made the deed to Sloan, and did you at anytime after you found that Sloan had got the notes and left the money for you, tell your mother



not to execute the deed to Mr Sloan  
In view I do not recollect. Nor do I  
remember that I told her not to make  
the deed. at any time after hearing  
the money had been left with Hagen.  
Question by Sam. - Did you at  
any time direct your Mother to make  
said deed or consent for her to do  
so.

Answer I did not. after I under-  
stood that Sloan had got his notes  
and left the money with Hagen  
for me. I brought her to Jonesville  
with me to execute the deed on the  
day that Sloan and myself had  
agreed to meet in Town as before  
stated

X Examined

By Defendant's Counsel. How long was  
it after Mr Sloan paid you the \$160 till  
you brought your Mother to Town as  
above stated to make the deed

Answer It was not long only six or  
seven days as I now think.

I also remember the fact that <sup>after</sup> my mother  
and brother received the money from  
Hagen that they brought the money  
to my house and counted it over in



my presence, and then my mother  
took the money back and kept it at  
her house - I telling them that the  
whole thing was wrong and I could  
do nothing with the money.

And further this deponent saith not.

James Worley

The foregoing deposition of James Worley was taken  
subscribed and sworn to before me at the time  
and place and for the purposes in the caption  
mentioned. Witness my hand and seal at  
19th 1862.

James W. Orr, Comr.



James Worley  
S. L. of Worley

James S. Leonard.

Filed Aug 17th 1882.

- 1/2 of 1/2 note  
1/2

Received for \$1.50

1882



The depositions of Nancy Worley and James  
Worley taken at the dwelling house of James H  
Sword in Lee County on the 20<sup>th</sup> day of March  
1882, pursuant to notice hereto attached, before  
me Colisha H. Sword a Justice of the Peace  
in and for said County, which depositions  
are intended to be read as evidence in  
behalf of the Plaintiff in a suit in Chancery  
now pending in the Circuit Court of  
Lee County, Virginia in which James Worley  
is Plaintiff and James Sloan is Defendant.

The said Nancy Worley a witness  
of lawful age being first duly sworn, deposes  
that in my Plaintiff. What is your age.

Answer - About seventy six or seventy seven

Question by same. Will you please state all about  
the sale of the land formerly owned by you  
and sold by James Worley to James Sloan?  
and all about notes presented by Sloan to  
Worley, and how James Sloan got into pos-  
session of said notes, and then state how  
you came to execute a deed to him, for said  
land?

Answer. The land in question belonged to me and I  
gave it to James Worley to dispose of in a manner  
to suit himself provided he would take care of  
me but I did not deed it to him.

The note in question was left in my hands  
to take care of by the said James Worley -



but Mr. Sloan being at my house and being desirous to see the amount of the note I handed it to Ran Worley to look at and he and Mr. Sloan left my house together and I suppose went to Jonesville together I suppose that on that occasion he (Ran Worley) gave Mr. Sloan the note for he did not have it when he <sup>I asked him for it and he said he did not have it</sup> returned - the amount of the note was six hundred and fifty dollars and was due at different times.

As Mr. Sloan left about five hundred dollars in confederate money at Jonesville for me (according to the best of my recollection) which I think came to me by the hand of Ran Worley And I asked Patrick Hagan for advice and he said that Mr. Sloan would sue me and make me make the deed in question and as it was war time I thought I could be forced to make it and was afraid to fail therefore I made the deed to Mr. Sloan I have forgotten whether I saw the deed drawn or not. I did not employ nor pay any one to draw the deed I do not remember acknowledging the deed before any officer.

Here the Plaintiff closes

Question by Defendant Was Jefferson and Ran Worley in the Army when I bought the land in question? Mr. Jefferson Worley had went into the Army and was dead at that time. And Ran was in the Army at that time



Question by same. Did ever I ever promise you any money or make any trade with you

Answer: Not about the land

Question <sup>by the same</sup> Did I and James Warley come to your house together at the time of the second payment ~~by~~ made?

Answer Yes you did.

Question <sup>by same</sup> Did you get the money that James Warley and myself paid to Hagan? <sup>Ans.</sup> James Warley got it.

Question <sup>by same</sup> Did ever I give you any abuse in any way? <sup>Ans.</sup> No you did not.

Question <sup>by same</sup> Did ever I threaten you in any way?  
Ans. Not that I know of.

Nancy <sup>her</sup> Warley <sup>mark</sup>

Here the Defendant closes.

The said James Warley <sup>a witness of lawful age first</sup> being duly sworn deposes and says: that his age is 60 years  
In 1861 <sup>Nancy Warley</sup> ~~she~~ ~~mother~~ gave me the land in question, as she wanted to leave it. I was to support her therefor. I was trying to procure a house for Nancy Warley and came across George Milbourn who had a farm for sale. I saw Mr Sloan who had come up to buy or rent the land in question I sold the said land to Sloan for \$1050 to be paid in yearly payments <sup>\$2.00 per year until last one which was \$250</sup> and I bought the said Milbourns land for the same price payable in yearly installments intending to make the land



in question pay for the Milbourn land  
I gave the notes to mother to take care of for me  
as I was <sup>expecting to</sup> go ~~into~~ into the army giving directions  
to her to take such money as would pay for  
the Milbourn land before mentioned. I had to  
go into the Confederate service at last. I gave  
the second note to Mr. Sloan and he paid  
me the money on the same I do not  
know how he got the other <sup>three</sup> notes which ~~was~~  
six hundred and fifty dollars. Patrick Hagan  
told me not to take any more confederate  
Money for it would not discharge my  
debt. I left the Title bond and notes  
in the care of mother so that if I was  
taken into the service and did not  
return she could get the benefit thereof

Here the Plaintiff Closes

Question by Deft Was that Milbourn Title bond in your name  
or your Mother's name?

Answer It was in my name I think

Question by same What time did I pay you that \$60 or the  
second payment?

Ans. About the first of January 1862

Question by same Did we in your Mother's House, make an  
agreement, <sup>at the time of the payment of the \$60</sup> you were to knock off the interest  
off of the \$650 & paying you the balance and  
~~that~~ you were to make a deed and <sup>did we</sup> set the time therefor?

Ans. I made that agreement.

~~Were you at home when the deed was made~~  
Question by same Do you believe conscientiously that your mother's  
recollection is good for 20 years back?

Ans. In some things it is and in some it is not  
James Mortley



The Defendant Here Closes

Virginia Lee County to wit:

I E. N. Sword an acting Justice of the  
Peace within and for the County and  
State aforesaid do hereby certify that the  
witnesses <sup>Nancy Worley & James Worley</sup> named in the within Deposition  
personally appeared before me this  
March 24<sup>th</sup> 1882 at the Residence  
of Jas. A. Sword and made oath before  
me to the truth of the same

Bill of Costs

Justice Fee \$3.00

E. N. Sword J. P.



Depositions  
of  
Nancy Warley  
and  
James Warley  
in behalf of

Received & docketed  
the Justice before  
whom taken &  
filed Masco 27<sup>th</sup>

J. H. Hyatt<sup>2</sup>  
Dec 1/9

205 5-2

Gr. Fee. \$3.00



Rec<sup>d</sup> of James Sloan five hundred  
and seventy nine Dollars in Conspeter-  
ate notes which I am to pay to  
Nancy Worley when she signs  
& acknowledges a deed to a tract  
of land purchased of her by the  
Said Sloan. Feb 6<sup>th</sup> 1863  
P. Hagan



(A) (A)



By the first day of January..1864.. I bind my self  
heirs &c. to pay James Worley two hundred  
dollars for value receivd of him as witness my  
hand and seal this the..2.. day of december..1861  
Jacob Wolfenbarger

By the first day of January..1865.. I bind my  
self heirs &c. to pay James Worley two  
hundred dollars for value receivd of him as  
witness my hand and seal this the..2.. day of  
december..1861..  
Jacob Wolfenbarger

By the first day of January..1866.. I binde  
my self heirs &c. to pay James Worley two  
hundred and fifty dollars for value receivd  
of him as witness my hand and seal this  
the..2.. day of december..1861..  
Jacob Wolfenbarger



1000

Chin

1000

1000

B

1000

1000

1000

1000

1000



Know all Men by these presents that  
We Nancy Wadley and James Wadley her son  
of the County of Lee and Commonwealth of  
Virginia are held and firmly bound  
unto James Stone of S<sup>d</sup> County in the  
penal sum of twenty Two Hundred Dollars  
which payment well and Truly to be Made  
unto the s<sup>d</sup> James Stone his Heirs &c.  
I bind ~~me~~ we bind ourselves &c firmly by  
these presents witness our hands and seals  
this 2<sup>nd</sup> day of December 1861.

The Condition of the above obligation is  
such that if the s<sup>d</sup> Nancy Wadley and  
James Wadley shall Make a Clear  
and Lawfull right depending from them  
and their heirs and all other persons  
to the s<sup>d</sup> James Stone or his heirs for one  
Hundred and thirty Acres of Land be the same  
More or Less Lying in the S<sup>d</sup> County of Lee  
and bounded as follows Beginning on a  
Blackoak and whit oak on a hill corner to  
Vinson Lones Land and with a line thence  
N 30 W 9 poles to a whit oak N 21 W 86 poles  
to a Chestnut on the side of a Road N 28  
W 66 poles to a red oak and whit oak thence  
S 65 W 140 to a poplar and dogwood thence  
S 75 poles to a poplar and Hickry on the turn  
of a hill thence S 69 E 67 poles crossing the  
west fork of Dick Branch to a Sowerwood  
a Hickry and Two Beaches on the point of  
a Hill thence S 72 poles to a Maple and  
Beach on the east Bank of a Branch  
Sparks Corner thence N 89 3/4 E 131 poles to  
the Beginning



Then this obligation to be void Else to remain  
in full force

Acknowledge; in  
presence of,  
attest

John B Parsons  
Jacob Wilfembarger

<sup>her</sup>  
Nancy X Worley  
James <sup>mar</sup> Worley

33  
22

5

This B. Bond is null and void By the  
Deed being made on made to me James Stone  
this the 26 day of June 1863

Dear Sir I have the opportunity to inform you  
that I have not known this few lines may find  
you well I have nothing of importance to write

1 when this war is over what then will be done  
with the things the negroes won't have no land  
2 the will have to go then will have to live their home  
the negroes fight for the country for home c  
3 in this country is full of negroes the negroes are bad  
when they was worked at Virbury the was very much  
there in sum comfort now with them have no more  
than can tell now today

292  
293  
294  
295







Lee County Court Clerk's Office March 10th 1888

When Indenture of Sale was made for said lot between Henry  
Morley of the one part and James Henry of the other part and the  
said James Henry acknowledged before me by the said  
Henry Morley as seller and admitted and acknowledged to be such

as for Henry Morley

Deputy

John R. Gibson Clerk

James Henry

Henry Morley

Recorded, J. R. Gibson

March 15th 1888

J. R. Gibson

(D)

50



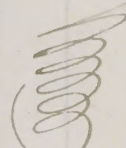
Nancy Worley to Jas. Stone  
sent dated Feb. 7, 1863 and  
acknowledged March 18 1863



The plea of James Sloan to the bill  
of complaint of James Worley against  
him exhibited in the circuit court  
of Lee County Va on the chancery  
side thereof. This defendant  
by protestation not confessing or  
acknowledging all or any part of the  
matters and things in the said bill  
of complaint contained to be true  
in manner and form as the same  
are therein set forth for plea never-  
theless to the said bill doth plead and  
aver, that if the plaintiff ever had  
any cause of suit against this defen-  
dant for or concerning any of the  
matters in the said bill mentioned  
which this defendant doth in no  
sort admit such cause of suit  
did not arise within ten years  
next before the institution of this  
suit, Wherefore this defendant  
humbly prays judgment of the court  
whether he shall be compelled to  
make any further or other answer  
to the said bill of complaint and  
prays to be hence dismissed with  
his reasonable costs

Alexr Morgan  
Dft atty



James Sloan  
ad  Plea  
James Worles

Filed Apr 2<sup>d</sup> 1881.  
James W Orr clk



# The Commonwealth of Virginia.

We command you to summon

To The Sheriff of Lee County, Greeting:

*James Sloan & Nancy Worley*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in <sup>day</sup> *March*  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against ~~them~~ by

*James Worley*

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this  
day of *Feb* 1881, in the 10<sup>th</sup> year of the Commonwealth.

*11th*

*James W Orr* Clerk.



James Worley  
vs { Spa in Chy.  
13 James Sloan et al  
Mr Rules 1881.

Exacted

Thos L. Ely & L. L. Ely